

**AMENDMENT NO. 4**

This Amendment modifies Contract No. 12-90-440 ("Contract"), for Technical Support and Maintenance Services by and between the County of Cook, Illinois, ("County") and Microsoft Corporation, authorized to do business in the State of Illinois ("Contractor"):

The County and Contractor entered into a Contract approved by the County Board on December 18, 2012, wherein Contractor is to provide Technical Support and Maintenance Services ("Services") from December 31, 2012 through December 30, 2015, in an amount not to exceed \$1,585,824.00; and

Whereas Amendment #1 was executed on January 18, 2013, amended Part 1, Section V, Contract Documents and Order of Precedence of the original contract; and

Whereas Amendment #2 was executed on December 18, 2013, for an increase in the amount of \$119,840.00, required for additional services for the Cook County Office of the Chief Judge, resulting in a contract amount not to exceed \$1,705,664.00; and

Whereas Amendment #3, executed on January 21, 2015, for an increase in the amount by \$21,828.00, which was required for additional services for Cook County Bureau of Technology, resulting in a contract amount not to exceed \$1,727,492.00; and

Whereas, the Contract will expire on December 30, 2015 and the agreed upon Services are still required; and

Whereas, an extension is desired for the continuation of Services; and

Whereas, an increase in the amount of \$680,305.00 is required for the continuation of Services; and

Whereas, the County and Contractor desire to extend the Contract for one year beginning on December 31, 2015 through December 30, 2016.

Whereas the Cook County Bureau of Technology, Treasurer, Office of the Chief Judge, Clerk of the Circuit Court, Clerk, Sheriff, and Assessor desire to receive services under the Contract through December 30, 2016;

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The total amount of fees paid for Services under the Contract is increased by \$680,305.00 resulting in a total Contract amount not to exceed \$2,407,797.00.
2. The Contract term is hereby extended by one (1) year and this term will begin on December 31, 2015 and continue until December 30, 2016.
3. Section IV General Conditions No.5 of this agreement is deleted in its entirety and is revised as follows:

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract; the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

4. The attached MBE/WBE utilization plan is incorporated and made a part of this Contract.
5. The prior Exhibit A is replaced by Exhibit A-1 and Exhibit A-2.
6. The prior Exhibit D is replaced by Exhibit D-1. Economic Disclosures Statement and Execution Pages
7. Prior Attachments 1, 2,3,4,5,6,7,8, and 9 are superseded by Exhibit A-2 Microsoft Premier Support Services Description Schedule: Fees and Named Contacts effective 12-31-2015.
8. Amendment 4 - Microsoft Premier Support Services Description Schedule: Fees and Named Contacts has been added and made a part of this Contract.
9. Section V. Contract Documents and Order of Precedence of Part 1 on page AG-2 is amended. Section V of Part 1 now reads as follows:

V. CONTRACT DOCUMENT AND ORDER PRECEDENCE

This Contract consists of the following Contract Documents, which collectively make up the Contract. This Contract shall be interpreted and construed based upon the following order of precedence of composed parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

The Order of Precedence is as follows:


1. Part I, Agreement
2. Part II, General Terms and Conditions
3. Exhibit A-1, Microsoft Proposal of Service
4. Exhibit A-2, Microsoft Premier Support Services Description Schedule: Fee and Named Contracts
5. Exhibit B, Cook County Board Approval Letter
6. Exhibit C, Cook County Travel Policy
7. Exhibit D, Economic Disclosure Statement/Execution Pages

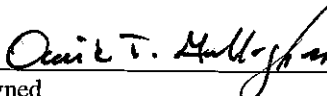
10. The Contract is amended to add support, account management, and Premier Online Services for the Cook County Assessor's Office.
11. All other terms and conditions remain as stated in the Contract.
12. This amendment shall be made a material part of the Contract and shall therefore be interpreted consistently therewith. Notwithstanding the foregoing, in the event of any inconsistencies, the details of this Amendment shall supersede statements concerning the same subject matter in the Contract.

In witness whereof, the County and Contractor have caused this Amendment No. 4 to be executed on the date and year last written below.

County of Cook, Illinois

Microsoft Corporation

By:   
Chief Procurement Officer

  
Signed

By:   
State's Attorney (if applicable)

David T. Gallagher  
Type or print name

Director of Contracts  
Title

Date: 30 December 2015

Date: December 2, 2015



OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

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of Commissioners**

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15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

December 3, 2015

Ms. Shannon E. Andrews  
Chief Procurement Officer  
County Building-Room 1018  
Chicago, IL 60602

Re: Contract No. 12-90-440 (Amendment No. 4)  
Microsoft Premier Services  
Bureau of Technology

Dear Ms. Andrews:

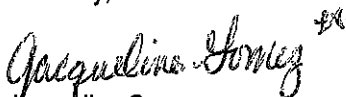
The Office of Contract Compliance is in receipt of the above-reference contract amendment and has reviewed it for compliance with the Minority- and Women- owned Business Enterprises Ordinance. After careful review it has been determined that, this amendment is responsive to the Ordinance.

Bidder: Microsoft Corporation  
Original Contract Amount: \$1,585,824.00  
Increase Amount: \$119,840.00 (Amendment No. 2)  
New Contract Amount: \$1,705,664.00  
Increase Amount: \$21,829.00 (Amendment No. 3)  
New Contract Amount: \$1,727,492.00  
Increase Amount: \$680,305.00 (Amendment No. 4)  
New Contract Amount: \$2,407,797.00  
Contract Extension: 12 month  
New Contract Term: December 31, 2015 through December 30, 2016  
Contract Goal: 35% MBE/WBE

**Full MBE/WBE Waiver Granted:** The specifications and necessary requirements for performing the sole source contract make it impossible or economically in-feasible to divide the contract to enable the utilize MBEs and/or WBEs in accordance with the applicable participation.

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,



Jacqueline Gomez  
Contract Compliance Director  
JG/ate

Cc: Hermine Wise, OCPO  
Jim Gavin, BOT

**PETITION FOR WAIVER OF MBE/WBE PARTICIPATION - FORM 3**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

☐

FULL MBE WAIVER

☐

FULL WBE WAIVER

☒

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

TBD % of Reduction for MBE Participation

TBD % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

☐

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**

☒

(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

☐

(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☐

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

☐

(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**

☐

(2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**

☐

(3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**

☐

(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**

☐

(5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

## EXHIBIT A-1

### State and Local Government – Microsoft Premier Support Services Description

(Microsoft Affiliate to complete)  
**Services Description Number**  
(For Microsoft Internal Purposes Only)  
MSL Number

**U7732641**

This services description ("Services Description") is made pursuant to the Microsoft Master Services Agreement, (the "Agreement") #U7732641 effective as of 07/01/2015, which is incorporated herein by this reference. In this Services Description "You", "Your" or "Customer" means the undersigned customer and "We," "Us," or "Our" means the undersigned Microsoft affiliate. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement. This Services Description is comprised of this cover page and the Services Description terms below, which are incorporated herein by this reference.

#### Customer Invoice Information

Name of Customer <b>IL - Cook County</b>	Contact Name (This person receives invoices under this Services Description unless otherwise specified on Your purchase order.)	
Name of Customer or Affiliate that executed the Agreement if different than the undersigned State of Illinois – Central Management Services		
Street Address	Contact E-mail Address	
City	State/Province	Phone
Country USA	Postal Code	Fax


#### Invoicing

Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description. We must be in receipt of a purchase order, check, or other acceptable form of payment before We will begin providing Services. We will invoice You for additional Services performed and expenses incurred. Our invoices are payable in full within 30 days of receipt by You and will be directed to Your representative for payment at the address shown above unless otherwise provided in a purchase order. Notwithstanding the foregoing, multi-year Service Descriptions will be invoiced upon Our acceptance of this Services Description for year one and the remaining installments will be invoiced at the subsequent anniversaries of the Commencement Date as defined on the Fee and Named Contacts Schedule(s). We reserve the right to adjust Our fees prior to entering into any new Fee and Named Contacts Schedule(s).

#### Term

This Services Description will commence on 12-31-2015 (the "Commencement Date") and will expire 12-30-2016 (the "expiration date").

By signing below the parties acknowledge and agree to be bound to the terms of the Agreement and this Services Description.

Customer	Microsoft Affiliate
Name of Customer (please print) <b>IL - Cook County</b>	Name <b>Microsoft Corporation</b>
Signature	Signature 
Name of person signing (please print)	Name of person signing (please print) <b>David Gallagher</b>
Title of person signing (please print)	Title of person signing (please print) <b>Director of Contracts</b>

Date	Date 12-7-15
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**1. OVERVIEW.** This Services Description describes the various types of services that may be obtained (the "Services"). In addition, it sets forth the parties' respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. The Services focus on the following key areas:

**Support Account Management** from an assigned Microsoft resource ("Services Resource") helps to build and maintain relationships with Your management and service delivery staff and helps You arrange each element of the Premier Support to meet Your business requirements.

**Workshops** help You to prevent problems, increase system availability and assist with creating products and solutions based on Microsoft technologies.

**Problem Resolution Support** provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problem is caused by Microsoft products.

**Support Assistance** provides short-term advice and guidance for problems not covered with Problem Resolution Service as well as requests for consultative assistance for design, development and deployment issues.

**Information Services** provide Your staff with the latest knowledge on Microsoft technologies to enhance Your in-house support capabilities.

**2. AVAILABLE SERVICES.** You may utilize any combination of the following Services. Unless We specify otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours You have purchased as set forth in the attached Fee and Named Contacts Schedule(s). The complete list of Services below may not be available in all countries. For a detailed list of Services available outside the US, please contact Your Services Resource.

**2.1 Support Account Management.** Support Account Management services are intended to help coordinate the support and services relationship. The Services Resource is Your advocate within Microsoft and facilitates a team that can provide Workshops, Problem Resolution Support, and Support Assistance. The Services Resource also serves as the point of information delivery and provides Your feedback regarding the Services to other Microsoft groups. The Services Resource will engage with You in the following activities which will be deducted from the pre-paid hours listed in the "Premier Support Fees" section below:

- a. Planning and Resource Facilitation. At the commencement of this Service Description, an orientation and planning session can be conducted with Your management and staff via teleconference or onsite if an onsite visit has been purchased. The purpose of this meeting is to discuss the Services available, gather input regarding Your support needs, and jointly plan Your use of the Services.
- b. Status Meetings and Reporting. A standard status report can be prepared on a regular basis, to summarize the Services delivered during the previous reporting period. Status meetings will be conducted to discuss Service activities, monitor Your satisfaction levels, and discuss actions or adjustments that may be required. Customized reporting can be provided at Your request and any additional related labor will be deducted from Your Support Assistance hours.
- c. Escalation Management. Support issues that require escalation to other resources within Microsoft can be closely managed by the Services Resource to expedite resolution.

**2.2 Workshops and Events.** The goal of Workshops and Events is to provide You proactive technical information to assist in the design, development or deployment of Microsoft technologies. ***All registration requirements for Workshops and Events must be completed by You 60 days prior to the expiration date of the applicable Fee and Named Contacts Schedule(s).*** Additional benefits may include instruction to help reduce the number and minimize the impact of problems related to Microsoft Products that You experience. Workshops and Events can include the following:

- a. Workshops. We can conduct instructor-led training sessions that emphasize Microsoft technologies at Your facility or on location at Microsoft. If You elect to have a Workshop conducted at Your facility, We will provide You with specifications for configuring Your environment prior to the delivery of the Workshops. Workshops are individually scoped and priced depending upon the length, delivery location and material presented. Your Services Resource can provide You with a current list of available Workshops.

- b. **Events.** We can provide broad and deep technical development-focused presentations, combined with hands-on labs that provide training and facilitate Your implementations of Microsoft technologies. These Events provide the opportunity to interact with Microsoft product groups, Premier support development resources and marketing contacts. Your Services Resource can provide You with notification of scheduled Events.

**2.3 Problem Resolution Support.** Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products. Problem Resolution Support is available 24 hours a day, 7 days a week. Requests for support may be submitted via telephone or electronically through the Premier online website by Your designated contacts, except for Severity 1 and A which must be submitted via telephone as set forth below in Section 2.3(a). Problem Resolution Support can include any combination of the following:

- a. **Problem Request (Break-Fix).** An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. Incidents requiring an onsite visit will be charged on an hourly basis and will include charges for reasonable travel and living expenses. In certain situations, We may provide You with a modification to the commercially available Microsoft product software code to address specific critical problems ("Hotfix(es)") in response to an assisted break-fix support request. Hotfixes are designed to address Your specific problems and are not regression tested. Except as otherwise provided herein or in an Exhibit, Hotfixes may not be distributed to unaffiliated third parties without Our express written consent.

Problem resolution support is charged on an hourly basis and includes the commercially reasonable amount of hours of Services necessary to troubleshoot and help resolve the support issue. Hours-based incidents are deducted from the pre-paid hours set forth in the attached Fee and Named Contacts Schedule(s) or charged to You in arrears if all pre-paid hours have been exhausted.

You are responsible for setting the initial severity level in consultation with Us and You can request a change in severity level at any time. The incident severity will determine the response levels within Microsoft and estimated response times and Your responsibilities are defined in the following table:

Severity	Situation	Our Expected Response	Your Expected Response
1 Submission via phone only	<ul style="list-style-type: none"> <li>Catastrophic business impact:</li> <li>Complete loss of a core (mission critical) business process and work cannot reasonably continue</li> <li>Needs immediate attention</li> </ul>	<ul style="list-style-type: none"> <li>1<sup>st</sup> call response in 1 hour or less</li> <li>Our Resources at Your site as soon as possible.</li> <li>Continuous effort on a 24x7 basis</li> <li>Rapid Escalation within Microsoft to Product teams</li> <li>Notification of Our Senior Executives</li> </ul>	<ul style="list-style-type: none"> <li>Notification of Your Senior executives</li> <li>Allocation of appropriate resources to sustain continuous effort on a 24x7 basis<sup>2</sup></li> <li>Rapid access and response from change control authority</li> </ul>
A Submission via phone only	<ul style="list-style-type: none"> <li>Critical business impact:</li> <li>Significant loss or degradation of services</li> <li>Needs attention within 1 hour</li> </ul>	<ul style="list-style-type: none"> <li>1<sup>st</sup> call response in 1 hour or less</li> <li>Our Resources at Your site as required.</li> <li>Continuous effort on a 24x7 basis</li> <li>Notification of Our Senior Managers</li> </ul>	<ul style="list-style-type: none"> <li>Allocation of appropriate resources to sustain continuous effort on a 24x7 basis<sup>2</sup></li> <li>Rapid access and response from change control authority</li> <li>Management notification</li> </ul>
B Submission via phone or web	<ul style="list-style-type: none"> <li>Moderate business impact:</li> <li>Moderate loss or degradation of services but work can reasonably continue in an impaired manner.</li> <li>Needs attention within 2 Business Hours<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>1<sup>st</sup> call response in 2 hours or less</li> <li>Effort during Business Hours<sup>1</sup> only</li> </ul>	<ul style="list-style-type: none"> <li>Allocation of appropriate resources to sustain Business Hours<sup>1</sup> continuous effort</li> <li>Access and response from change control authority within 4 Business Hours<sup>1</sup></li> </ul>
C Submission via phone or web	<ul style="list-style-type: none"> <li>Minimum business impact:</li> <li>Substantially functioning with minor or no impediments of services.</li> <li>Needs attention within 4 Business Hours<sup>1</sup></li> </ul>	<ul style="list-style-type: none"> <li>1<sup>st</sup> call response in 4 hours or less</li> <li>Effort during Business Hours<sup>1</sup> only</li> </ul>	<ul style="list-style-type: none"> <li>Accurate contact information on case owner</li> <li>Responsive within 24 hours.</li> </ul>

<sup>1</sup> Business Hours are defined as 6AM to 6PM Pacific Time, Monday through Friday excluding holidays.



<sup>2</sup> We may need to downgrade the severity level if You are not able to provide adequate resources or responses to enable Us to continue with problem resolution efforts.

You may be required to perform problem determination and resolution activities as requested by Us. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

You are responsible for implementing the procedures necessary to safeguard the integrity and security of Your software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures.

- b. Rapid Onsite Support Services. You can request on-site support as an additional billable service. Our ability to provide onsite support is subject to Our resource availability, and the tasks performed will vary depending on the situation, environment, and business impact of the issue.
- c. Software Assurance Benefits. You may elect to convert Your Software Assurance 24x7 Problem Resolution Support Incidents (SA PRS Incidents) to Premier Problem Resolution Support (PPRS) hours or incidents for use consistent with Your Premier service plan at the time of transfer. This conversion is based on a local rate calculation that will be provided by your Services Resource. You may be required to purchase additional Support Account Management hours before converting SA PRS incidents/hours. All SA PRS Incidents You transfer are subject to this Services Description.

**2.4 Support Assistance.** Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Support as well as requests for consultative assistance for design, development and deployment issues. Your Services Resource will work with You to determine Your specific Support Assistance needs.

The following are types of Support Assistance that can be utilized under this Services Description:

- a. Infrastructure Support Assistance. Infrastructure Support Assistance includes informal advice, guidance and knowledge transfer intended to help You implement Microsoft technologies in ways that avoid common support issues and decrease the likelihood of system outages.

These services also help You to resolve problems that are not attributed to Microsoft Products including:

- Errors caused by Your networking infrastructure, hardware, non-Microsoft software, operational procedures, architecture, IT service management process, system configuration or human error.
- Multi-vendor coordination interoperability problems. Upon Your request, We will collaborate with third-party software suppliers to help resolve complex multi-vendor product interoperability issues.

- b. Reviews. A review is an assessment of a specific system, application or architecture to address design, development, deployment, and supportability issues for current or planned implementations of Microsoft technologies. Each review is individually scoped and estimated prior to scheduling resources, and a written report is produced to document findings and recommendations. ***All requests for reviews and the applicable data must be submitted to Us no later than 60 days prior to expiration date of the applicable Fee and Named Contacts Schedule(s).***
- c. Development Support Assistance. Development Support Assistance helps You in Your creation and development of internal applications on the Microsoft platform that integrate Microsoft technologies. Development Support Assistance specializes in Microsoft development tools and technologies.
- d. Lab Access. Microsoft can provide You with access to a lab facility to assist You with product development, benchmarking and testing, prototyping and migration activities on Microsoft products. These facilities must be scheduled in advance and are subject to availability.

**2.5 Information Services.** Information Services provide You with technical information about Microsoft products and support tools that help You to implement and operate Microsoft products in a more efficient and effective manner. Information Services can include any combination of the following:

- a. Premier online website. The Premier online website provides access to the following information resources at no additional charge:
  - Regularly updated product news flashes documenting key support and operational information about Microsoft products.
  - Critical problem alerts notifying You of potentially high-impact problems.
  - Web response tool for submitting and checking the status of support incidents.
  - Microsoft Knowledgebase of technical articles and troubleshooting tools and guides.

- b. Support Webcasts. Support webcasts are regularly scheduled webcast discussions led by Our program managers, developers and professionals covering key areas of Microsoft technology. These are provided at no additional charge and require high speed internet access to participate.

**2.6 Additional Services.** You may request changes or additions to this Services Description at any time. Additional Services that are available for purchase, and the specific terms and conditions applicable to those Services, may be set forth in this Services Description, an attached Exhibit and/or Fee and Named Contacts Schedule(s). Additional Services will be invoiced at the prevailing price at the time the Services are rendered or upon acceptance of an Exhibit and/or Fee and Named Contacts Schedule(s) referencing this Services Description. If you purchase additional Problem Resolution Support hours or convert Software Assurance hours to Problem Resolution Support hours, you may also be required to purchase additional Services Management hours. Prior to delivering additional Services, We must be in receipt of a purchase order, check or other acceptable form of payment.

**3. PREREQUISITES AND ASSUMPTIONS.** Our delivery of Services under this Services Description is based upon the following Prerequisites and Assumptions:

- a. All Services will be provided remotely to Your locations in the United States unless otherwise set forth in an Exhibit to this Services Description (see section 3(k) below). Where additional onsite visits are mutually agreed, and not pre-paid and defined on your Fee and Named Contacts Schedule, You will be billed for reasonable travel and living expenses in arrears. Alternatively, You agree that any travel related expenses incurred by Microsoft may be decremented from the Support Assistance hours if You so choose. You certify that You possess the authority for this approval and such conversion is in compliance with any applicable government procurement and audit rules or regulations.
- b. All Services will be provided in the English language unless otherwise agreed to by You and Us in writing or in an Exhibit to this Services Description.
- c. We will provide support for all United States versions of commercially released generally available Microsoft products unless otherwise set forth in an Exhibit to this Services Description or specifically excluded on the Premier online website. Support for those Microsoft products that have entered the Extended Support Phase, as defined on the Premier online website, will be charged on an hourly basis only. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Phase of support unless You have purchased such support in an Exhibit to this Services Description.
- d. Support for pre-release products is not provided except as otherwise provided in an attached Exhibit.
- e. **ALL SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE TERM OF FEE AND NAMED CONTACTS SCHEDULE(S) SHALL BE FORFEITED IF NOT UTILIZED DURING THE TERM OF THE APPLICABLE FEE AND NAMED CONTACTS SCHEDULE(S).**
- f. Support Assistance is dependent upon the availability of resources.
- g. We can access Your system via remote dial-in to analyze problems at Your request. Our personnel will access only those systems authorized by You. We may provide You with software to assist with problem diagnosis and/or resolution. Such software is Microsoft's property and must be returned to Us promptly upon request. In order to utilize remote dial-in assistance, You must provide Us with the appropriate access and necessary equipment.
- h. You must have access to the Internet in order to take advantage of Internet-based services.
- i. Additional Prerequisites and Assumption may be set forth in relevant Exhibits.
- j. When purchasing Problem Resolution Support, we will require a corresponding quantity of Support Account Management to facilitate delivery of your Problem Resolution Support. If you purchase additional Problem Resolution Support, Support Assistance, or if you convert Software Assurance hours to Problem Resolution Support hours or incidents, you may be required to purchase additional Support Account Management.
- k. Resource Site Visits (number of trips to Your location) are mutually agreed upon at acceptance of this Services Description and the total fixed price amount for these visits are included in Your Fee and Named Contacts Schedule.

**4. YOUR RESPONSIBILITIES.** This section sets forth Your performance obligations under this Services Description. Our performance is predicated upon You fulfilling the following responsibilities in addition to those set forth in Section 2.3 and any applicable Exhibits. Failure to comply with the following responsibilities may result in delays of Service.

- a. You can designate named contacts as set forth in the attached Fee and Named Contacts Schedule(s), one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Your team and will manage all of Your support activities, and internal processes for submitting support requests to Us. Each contact will be supplied with an individual account number for access to the Premier online website, support issue submission and access to Your Services Resource. In addition to the named contacts, You may also identify two types of group contacts as follows:
  - One type will receive a shared account ID that provides access to the Premier online website for information content and the ability to submit support requests through the Premier online website or by telephone.
  - One type will receive a shared account ID that provides access to the Premier online website for information content only.
- b. You agree to work with Us to plan for the utilization of Services based upon the service level You purchased.
- c. You agree to provide an internal escalation process to facilitate communication between Your management and Us as appropriate.
- d. You agree to respond to customer satisfaction surveys We may provide to You from time-to-time regarding the Services.
- e. You agree to provide reasonable office space, telephone and high speed internet access, and access to Your internal systems and diagnostic tools to Our Services Resources that are required to be on-site.
- f. You are responsible for any travel and expenses incurred by Your employees or contractors.

**5. ADDITIONAL TERMS AND CONDITIONS.** Except as otherwise set forth in an Exhibit (or attachment to an Exhibit) to this Services Description, this section governs the ownership and use rights of any computer code or other materials that may be provided under this Services Description.

- a. **Pre-existing Work.** All rights in any computer code or materials developed or otherwise obtained by or for Us or Our affiliates, or You or Your affiliates independently of this Services Description ("Pre-existing Work") shall remain the sole property of the Party providing the Pre-existing Work. During the performance of the Services for this Services Description, each Party grants to the other Party (and Our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the other Party solely for the performance of such Services. We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) Our Pre-existing Work in the form delivered to You for Your internal business operations without any obligation of accounting or payment of royalties. Your licenses to Our Pre-existing Work are conditioned upon Your compliance with the terms of the Agreement and this Services Description and the perpetual license applies solely to Our Pre-existing Work that is left to You at the conclusion of Our performance of the Services.
- b. **Materials.** All rights in any materials developed by Us (other than software code) and provided to You in connection with the Services ("Materials") shall be owned by Us except to the extent such Materials constitute Your Pre-existing Work. Upon payment in full, We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for Your internal business operations and without any obligation of accounting or payment of royalties. You may sublicense the rights granted herein to Your Affiliates. All rights not expressly granted, are reserved.
- c. **Sample Code.** We grant You a nonexclusive, perpetual, royalty-free right to use and modify any software code provided by Us for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that You agree: (i) to not use Our name, logo, or trademarks to market Your software product in which the Sample Code is embedded; (ii) to include a valid copyright notice on Your software product in which the Sample Code is embedded; and (iii) to indemnify, hold harmless, and defend Us and Our suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of the Sample Code.
- d. **Open Source License Restrictions.** Because certain third party license terms require that computer code be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge (collectively, "open source license terms"), the license rights that each Party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to open source license terms.

Furthermore, each Party warrants that it will not provide or give to the other Party computer code that is governed by open source license terms.

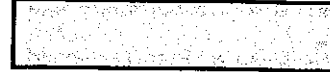
e. **Reservation of Rights.** All rights not expressly granted in this Section 5 are reserved..

**6. Attachments:** The following Schedule(s) and Exhibits are attached to this Services Description:

- ☒ Microsoft Premier Support Services Description Schedule: Third Tier Support
- ☒ Microsoft Premier Support Services Description Schedule: Designated Support Engineering
- ☒ Microsoft Premier Support Services Description Schedule: Premier Support for Developers
- ☒ Exhibit A-2 - Microsoft Premier Support Services Description Schedule: Fees and Named Contacts

## Microsoft Premier Support Services Description Exhibit : Third Tier Support

(For Microsoft Internal Purposes Only)  
Premier Support Services Description Number



This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**"). The terms of the Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Services Description.

**1. OVERVIEW.** The following Services are provided in addition to those set forth in the Services Description.

Term
This Exhibit will commence on <u>12/31/2015</u> and will expire contemporaneously with the Services Description or the date We conclude the services, whichever is later (the "expiration date").

**THIRD TIER SUPPORT RESPONSIVE SERVICES.** The Third Tier Support team is comprised of specialists in defined product areas who will respond to Your Problem Resolution requests, for the technologies specified in the Fee and Named Contacts Schedule(s), between the hours of 6:00 A.M. to 6:00 P.M., PST, Monday through Friday excluding holidays. Problem Resolution requests submitted to the Third Tier Support team ("Third Tier Support requests") may require resources from standard product support professionals for resolution, although the Third Tier Support team retains primary responsibility for the Third Tier Support request. Third Tier Support requests are charged on an hourly basis and will be deducted from the prepaid Third Tier Support hours set forth in the Fee and Named Contacts Schedule(s).

**2. PREMIER THIRD TIER SUPPORT PREREQUISITES AND ASSUMPTIONS.** In addition to those prerequisites and assumptions outlined in Section 3 of Your Services Description, Our delivery of the Services outlined in this Exhibit are based upon the following Prerequisites and Assumptions:

- a. The Third Tier Support Team will only provide support for the predefined set of Microsoft technologies defined in the Fee and Named Contacts Schedule(s).

## Microsoft Premier Support Services Description Exhibit: Dedicated Support Engineering (DSE)

(For Microsoft Internal Purposes Only)  
Premier Support Services Description Number

(For Microsoft Internal Purposes Only)  
Exhibit Number


This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**"). The terms of the Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Services Description.

Term
This Exhibit will commence on <u>12/31/2015</u> and will expire contemporaneously with the Services Description or the date We conclude the services, whichever is later (the "expiration date").

1. **OVERVIEW:** The following Services are provided in addition to those set forth in the Services Description:
2. **DEDICATED SUPPORT ENGINEERING:** Dedicated Support Engineering is available during normal business hours (defined below) and supports the specific Microsoft products/technologies designated in Your Fee and Named Contact Schedule(s) with a focus on delivering engaged, hands-on preventative support. Dedicated Support Engineering hours are deducted from the total number of Dedicated Support Engineering hours designated in your Fee and Named Contacts Schedule(s). Normal business hours are defined as 8AM to 5PM in the local time where the DSE resources are located, Monday through Friday excluding holidays. After normal business hours, You should follow existing Premier Support procedures for initiating and escalating incidents. Your Technical Account Manager will engage Your Dedicated Support Engineering resource(s) after normal business hours for critical situations as needed.
3. **DELIVERABLES:** Dedicated Support Engineering resource(s) will be allocated, prioritized and assigned as agreed upon by both parties during an initial engagement kick-off meeting, which will be documented and delivered to You in a Premier Service Delivery Plan. The focus of the DSE Services include but are not limited to:
  - a) **Problem Prevention/Incident Resolution designed to:**
    - Supplement the current Microsoft Premier Support engagement through delivery of timely and high quality problem prevention/incident resolution, both directly and working in conjunction with Microsoft internal customer support resources.
    - Work in conjunction with Microsoft internal customer support resources to act as a 'catalyst' for incident resolution that are within the Dedicated Support Engineering resources' products/technologies skill sets.
    - Develop and implement strategies for providing proactive support resulting in fewer incidents, increased availability of Your covered Microsoft products/technologies, and supportable deployments.
    - Commercially reasonable attempts will be made to determine root cause of recurring incidents and provide recommendations to prevent further disruptions in the designated Microsoft products/technologies.
  - b) **Technical/Business Focus designed to:**
    - Maintain deep knowledge of Your current and future business requirements and configuration of Your information technology environment to provide high quality focused support.
    - Proactively document recommendations of the use of Premier Support related deliverables, e.g. supportability reviews, healthchecks, workshops, risk assessment programs, etc. to improve the operational health of the designated Microsoft products/technologies deployed in Your environment.
    - Ensure deployment and operation activities are consistent with Your planned and current implementations of designated Microsoft products/technologies.

- Ensure maximum possible knowledge transfer to enhance Your support staffs' technical and operational skills for the designated Microsoft products/technologies.
  - Encourage and assist in the creation and maintenance of customer-specific documentation to support Your environment configuration, disaster recovery, network topology, IT/Operations scorecard, etc. for the designated Microsoft products/technologies.
- c) ***Integration of Work designed to:***
- Ensure tight integration of their work with that of Your assigned Technical Account Manager to ensure coordinated service delivery.
  - Develop a relationship with any Microsoft resource(s) at Your site, resulting in more participation in project planning and thus improved operational health on the designated Microsoft products/technologies.

## Microsoft Premier Support Services Description Exhibit: Premier Support for Developers (PSFD)

(For Microsoft Internal Purposes Only)  
**Premier Support Services Description Number**  
(For Microsoft Internal Purposes Only)  
**Exhibit Number**


This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**"). The terms of the Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Services Description.

### Term

This Exhibit will commence on 12/31/2015 and will expire contemporaneously with the Services Description or the date We conclude the services, whichever is later (the "expiration date").

1. **OVERVIEW:** The following Services are available in addition to those set forth in the Services Description:

**PREMIER SUPPORT FOR DEVELOPERS (PSFD):** PSFD Services are focused at developers who are building, deploying and supporting applications on Microsoft's platform. PSFD Services consist of Support Account Management, as described in Section 2.1, provided by an assigned Application Development Manager (ADM) and Support Assistance, as described in Section 2.4 of Your Services Description, provided by Your Application Development Manager (ADM) (with assistance from other Microsoft engineering resources as necessary). Your Application Development Manager (ADM) is focused on delivering strategic advice on development and testing methodologies and on development issues encountered while using Microsoft products. PSFD Services are available during normal business hours. Normal business hours are defined as 8AM to 5PM in the local time where the Application Development Manager (ADM) resources are located, Monday through Friday excluding holidays.

2. **PREREQUISITES AND ASSUMPTIONS.** In addition to those prerequisites and assumptions outlined in Section 3 of Your Services Description, Our delivery of the Services outlined in this Exhibit are based upon the following Prerequisites and Assumptions:

- a. The only source code to which You may provide Us access is Microsoft code or code You own. Regarding such code, Our Services will be limited to review of the code for the purposes of problem isolation, interoperability analysis and the development of advice and guidance We provide to You under the Services Description and this Exhibit. Our modification of such source code for any reason is outside the scope for these Services.
- b. Except as provided in 2.a. above, You agree **not** to provide Us with access to non-Microsoft source code or source code information. For any such non-Microsoft code, Our Services will be limited to analysis of binary data such as a process dump or network monitor trace for problem isolation purposes only.
- c. PSFD Services consist of advice and guidance only. No code based Services Deliverables will be provided under this Exhibit except for Sample Code, which is addressed in Your Services Description.
- d. Except as expressly set out in the Services Description and this Exhibit, we are not obligated to assist You in resolving any issue that is caused by non-Microsoft products(s).

3. **FEES.** Fees associated with this Exhibit will be reflected in Your Fee and Named Contact Schedule(s).



## Exhibit A-2

### Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

(Microsoft Affiliate to complete)

**Premier Support Services Description Number**

(Microsoft Affiliate to complete)

**Schedule Number**

REN\_001433060

Customer Name: **IL - Cook County, IL**

**(Note: Specific Customer Entities specified in Fee Summary)**

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. Regardless of any terms and conditions contained in any purchase order, the terms of this Schedule apply.

#### *Term*

This Schedule will commence on 12/31/2015 (the "Commencement Date") and will expire on 12/30/2016 (the "Expiration Date").

**1. PREMIER SUPPORT SERVICES AND FEES.** The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

#### **a. Fee Summary**

<b>Services Summary</b>	<b>Year 1 Price (US\$)</b>
Country: United States	\$680,305
<b>Total Amount Due</b>	<b>\$680,305</b>

#### **b. Services by Support Location**

<b>Country : United States</b> <b>(Premier Standard 0) - Annual Services</b>	
<b>IL - Cook County Office for Technology</b>	
<ul style="list-style-type: none"> <li>• Support Account Management (estimated at 160)</li> <li>• Up to 160 hours for Support Assistance*</li> <li>• Up to 118 hours for Problem Resolution Support</li> <li>• Twelve (12) Onsite Services Resource Site Visits</li> <li>• Unlimited Access to Premier Online Services</li> </ul>	
<b>Annual total amount due \$100,120</b>	

Country : United States (Premier Standard 0) - Annual Services
<b>IL - Cook County Treasurer</b> <ul style="list-style-type: none"> <li>• Support Account Management (estimated at 200)</li> <li>• Up to 200 hours for Support Assistance*</li> <li>• Up to 100 hours for Problem Resolution Support</li> <li>• Offline Assessment for Active Directory Security</li> <li>• Active Directory Recovery Execution Service (ADRES)</li> <li>• Unlimited Access to Premier Online Services</li> </ul>
<b>Annual total amount due \$149,800</b>

Country : United States (Premier Standard 0) - Annual Services
<b>IL - Cook County Office of the Chief Judge</b> <ul style="list-style-type: none"> <li>• Support Account Management (estimated at 100)</li> <li>• Up to 120 hours for Support Assistance*</li> <li>• Up to 40 hours for Problem Resolution Support</li> <li>• Unlimited Access to Premier Online Services</li> </ul>
<b>Annual total amount due \$59,340</b>

Country : United States (Premier Standard 0) - Annual Services
<b>IL - Cook County Circuit Court</b> <ul style="list-style-type: none"> <li>• Support Account Management (estimated at 130)</li> <li>• Up to 115 hours for Support Assistance*</li> <li>• Up to 108 hours for Problem Resolution Support</li> <li>• Unlimited Access to Premier Online Services</li> </ul>
<b>Annual total amount due \$79,950</b>

Country : United States (Premier Standard 0) - Annual Services
<b>IL - Cook County Clerk's Office</b> <ul style="list-style-type: none"> <li>• Support Account Management (estimated at 100)</li> <li>• Up to 40 hours for Support Assistance*</li> <li>• Up to 120 hours for Problem Resolution Support</li> <li>• Unlimited Access to Premier Online Services</li> </ul>
<b>Annual total amount due \$58,380</b>

Country : United States (Premier Standard 0) - Annual Services
<b>IL - Cook County Office of Development</b> <ul style="list-style-type: none"> <li>• Support Account Management (estimated at 55)</li> <li>• Up to 70 hours for Support Assistance*</li> <li>• Up to 200 hours for Application Development Manager</li> <li>• Four (4) ADM Onsite Services Resource Site Visits</li> <li>• Unlimited Access to Premier Online Services</li> </ul>
<b>Annual total amount due \$85,325</b>

Country : United States (Premier Standard 0) - Annual Services
<b>IL - Cook County Sheriff</b> <ul style="list-style-type: none"> <li>• Support Account Management (estimated at 150)</li> <li>• Up to 160 hours for Support Assistance*</li> <li>• Up to 55 hours for Problem Resolution Support</li> <li>• Twelve (12) Onsite Services Resource Site Visits</li> <li>• Unlimited Access to Premier Online Services</li> </ul>
<b>Annual total amount due \$83,510</b>

Country : United States (Premier Standard 0) - Annual Services
<b>IL - Cook County Assessor's Office</b> <ul style="list-style-type: none"> <li>• Support Account Management (estimated at 120)</li> <li>• Up to 120 hours for Support Assistance*</li> <li>• Up to 40 hours for Problem Resolution Support</li> <li>• Unlimited Access to Premier Online Services</li> </ul>
<b>Annual total amount due \$63,880</b>

\* All registration requirements for Workshops and Events must be completed by You no later than 60 days prior to the expiration date of this Fee and Named Contacts Schedule(s).

Both Customer and Microsoft understand that there may be travel requirements for performing services under this Services Description. For any travel expenses that may arise in connection with this SD, Customer agrees that any travel and other expenses incurred by Microsoft may be decremented from the Support Assistance hours.

**c. Rate Schedule.**

The following rate schedule will apply to all work performed by Microsoft in accordance with this Agreement:

Description	Code	Rate/Hour
Support Account Management	SAM	\$227
Support Assistance	SA	\$232
Problem Resolution Support	PRS	\$220
Application Development Managerv	ADM	\$253

## 2. MICROSOFT CONTACT

**Microsoft Contact:** Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name: Chelsea Bode
Address: Microsoft Corporation (Attn: Chelsea Bode)
<a href="mailto:chbode@microsoft.com">chbode@microsoft.com</a>
Phone: 512-578-6848
Fax: 425-708-7929

## 3. CUSTOMER NAMED CONTACTS

Existing contacts will be carried forward from the previous Term.

**EXHIBIT D-1**

**EXECONOMIC DISCLOSURE STATEMENT AND EXECUTION PAGES**

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on [municode.com](http://municode.com).

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor or Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby or lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person or Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.



**SECTION 2****CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

**C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**SECTION 3****REQUIRED DISCLOSURES****1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

N/A

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: \_\_\_\_\_ No: X

- b) If yes, list business addresses within Cook County:

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- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: \_\_\_\_\_ No: X

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): None

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX  
NUMBERS)

**OR:**

- b) ☒ The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

N/A

\_\_\_\_\_  
\_\_\_\_\_  
If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☐ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☐ Original Statement or ☐ Amended Statement

**Identifying Information:**

Name Microsoft Corporation

D/B/A: NA

FEIN NO.: 91-1144442

Street Address: One Microsoft Way

City: Redmond

State: WA

Zip Code: 96502

Phone No.: 703-673-7878

Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

Cook County Business Registration Number: \_\_\_\_\_

(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
N/A		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
None		

3. Is the Applicant constructively controlled by another person or Legal Entity? ☐ Yes ☒ No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Satya Nadella	One Microsoft Way, Redmond, WA 96502	President	
Kevin Turner	"	Vice President	
Brad Smith	"	Secretary	
Amy Hood	"	Treasurer	

**Declaration (check the applicable box):**

- ☐ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☒ I state under oath, to the best of the undersigned's knowledge and belief that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

David T. Gallagher  
Name of Authorized Applicant/Holder Representative (please print or type)

David T. Gallagher  
Signature

dgallagh@microsoft.com  
E-mail address

Director of Contracts  
Title

December 7, 2015  
Date

703-673-7878  
Phone Number

Subscribed to and sworn before me  
this 7th day of Dec, 2015

My commission expires: October 31, 2016

x Melissa Ranslem  
Notary Public Signature

Notary Seal





**COOK COUNTY BOARD OF ETHICS**  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304 Office 312/603-9988 Fax

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

#### **Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

#### **Additional Definitions:**

*"Familial relationship"* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Half-sister  |



CONTRACT NO.12-90-440

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: Microsoft Corporation

Address of Person Doing Business with the County: One Microsoft Way, Redmond, WA 98052-6399

Phone number of Person Doing Business with the County: 425-882-8080

Email address of Person Doing Business with the County: NA

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

David T. Gallagher, Director of Contracts, dgallagh@microsoft.com, 703-631-7871

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 12-90-440

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 680,305.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Jim Gavin, Contract Vendor Manager, 312-603-3262; Hermine Wise,

Procurement, 312-603-5500; Aleatha Easley, Contract Compliance Officer, 312-603-5504

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Mary Jo Horace, Deputy CIO, 312-603-1333

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

- ☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- ☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

- ☐ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible  
for the General  
Administration of the  
Business Entity Doing  
Business with the County

Name of Related County  
Employee or State, County or  
Municipal Elected Official

Title and Position of Related  
County Employee or State, County  
or Municipal Elected Official

Nature of Familial  
Relationship\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Agent Authorized  
to Execute Documents for  
Business Entity Doing  
Business with the County

Name of Related County  
Employee or State, County or  
Municipal Elected Official

Title and Position of Related  
County Employee or State, County  
or Municipal Elected Official

Nature of Familial  
Relationship\*

\_\_\_\_\_  
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\_\_\_\_\_

Name of Employee of  
Business Entity Directly  
Engaged in Doing Business  
with the County

Name of Related County  
Employee or State, County or  
Municipal Elected Official

Title and Position of Related  
County Employee or State, County  
or Municipal Elected Official

Nature of Familial  
Relationship\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
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\_\_\_\_\_

*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

David T. Gallagher  
Signature of Recipient David T. Gallagher  
Director of Contracts  
Microsoft Corporation

12-7-15

Date

**SUBMIT COMPLETED FORM TO:**

Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

## SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

**I. Contract Information:**

Contract Number: \_\_\_\_\_

County Using Agency (requesting Procurement): \_\_\_\_\_

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): Microsoft Corporation

Substantial Owner Complete Name: None

FEIN# 91-1144442

Date of Birth: NA

E-mail address: NA

Street Address: One Microsoft Way

City: Redmond

State: WA Zip: 98052

Home Phone: ( NA ) -

Driver's License No: NA

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,* **YES or NO**

*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,* **YES or NO**

*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,* **YES or NO**

*Employee Classification Act, 820 ILCS 185/1 et seq.,* **YES or NO**

*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,* **YES or NO**

*Any comparable state statute or regulation of any state, which governs the payment of wages* **YES or NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction or waiver is made on the basis of one or more of the following actions that have taken place:

*There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner*  
**YES or NO**

*Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*  
**YES or NO**

*Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*  
**YES or NO**

*Other factors that the Person or Substantial Owner believe are relevant.*  
**YES or NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: David T. Gallagher Date: 12-7-15

Name of Person signing (Print): David T. Gallagher Title: Director of Contracts

Subscribed and sworn to before me this 7<sup>th</sup> day of December, 2015

x Melissa Ranslem

Notary Public Signature

Notary Seal

**Note: The above information is subject to verification prior to the award of the Contract.**



## SECTION 5

## CONTRACT AND EDS EXECUTION PAGE

**PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS**

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

**Execution by Corporation****Microsoft Corporation**

Corporation's Name

**David T. Gallagher**

Authorized Employee's Printed Name and Signature

**703-631-7871**

Telephone

**dgallagh@microsoft.com**

Email

**(See Assistant Secretary Certificate attached)**

Secretary Signature

**12/02/2015**

Date

**Execution by LLC**

LLC Name

\*Member/Manager Printed Name and Signature

Date

Telephone and Email

**Execution by Partnership/Joint Venture**

Partnership/Joint Venture Name

\*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

**Execution by Sole Proprietorship**

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

7<sup>th</sup> day of Dec, 2015.My commission expires: October 31, 2016Melissa Ranslem

Notary Public Signature

Notary Seal

\*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.



Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052-6399

Tel 425 882 8080  
Fax 425 706 7329  
www.microsoft.com



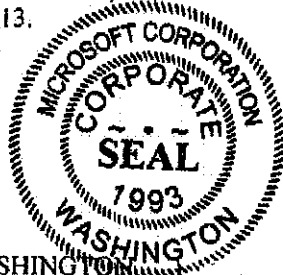
# MICROSOFT CORPORATION

## Assistant Secretary's Certificate

I, Benjamin O. Orndorff, do hereby certify that I am a duly elected and acting Assistant Secretary of MICROSOFT CORPORATION, a Washington corporation (the "Corporation") and acting in such capacity, I do further certify that:

1. At the date of this Certificate, David T. Gallagher is a duly appointed and acting Director of Contracts for the Corporation; and
2. In such capacity, Mr. Gallagher is authorized to execute public sector services contracts, consulting agreements, product support services agreements and any offers or proposals related to such contracts and agreements on behalf of the Corporation, including but not limited to any agreements or proposals with the City of Boston.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Corporation this 30<sup>th</sup> day of September 2013.

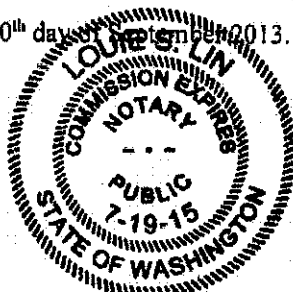


Benjamin O. Orndorff  
Assistant Secretary

STATE OF WASHINGTON )  
COUNTY OF KING ) ss:

I certify that I know or have satisfactory evidence that Benjamin O. Orndorff is the person who appeared before me, and that he stated under oath that he is a duly elected and acting Assistant Secretary of Microsoft Corporation, that he has the authority to execute this instrument, and that his execution of this instrument is his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 30<sup>th</sup> day of September 2013.



LOUIE S. LIN - NOTARY PUBLIC  
In and for the State of Washington, USA.  
Residing at Mercer Island, Washington, USA.  
My Appointment expires: July 19, 2015